

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Crestview Strategy USA LLC	2. Registration Number 6858
---	--------------------------------

3. Primary Address of Registrant 1800 Massachusetts Ave. NW, Second Floor, Washington, DC 20036
--

4. Name of Foreign Principal Government of Quebec	5. Address of Foreign Principal 525 Rene-Levesque East Quebec, QC, G1R 5R9 CANADA
--	--

6. Country/Region Represented CANADA

7. Indicate whether the foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____

8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Ministry of International Relations b) Name and title of official with whom registrant engages Eric Marquis, Assistant Deputy Minister
--

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/04/2020Maryscott Greenwood/s/Maryscott Greenwood

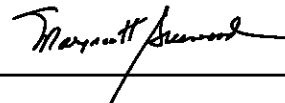
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

November 16, 2020Maryscott Greenwood

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Crestview Strategy USA LLC

2. Registration Number
6858

3. Name of Foreign Principal
Government of Quebec

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 11/13/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will expand and amplify the existing North American Rebound digital campaign of the Canadian American Business Council. This initiative is designed to promote cross-border supply chain movement and foster trade between the United States and Canada.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will expand and amplify the existing North American Rebound digital campaign of the Canadian American Business Council. This initiative is designed to promote cross-border supply chain movement and foster trade between the United States and Canada.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/04/2020Maryscott Greenwood/s/Maryscott Greenwood

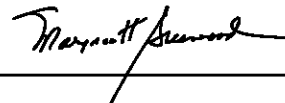
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

November 16, 2020Maryscott Greenwood

Appendix

Response to Item 8

Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will expand and amplify the existing North American Rebound digital campaign of the Canadian American Business Council. This initiative is designed to promote cross-border supply chain movement and foster trade between the United States and Canada. The campaign utilizes Twitter and Facebook to promote the campaign. The Twitter web address is https://twitter.com/na_rebound, and the Facebook web address is <https://www.facebook.com/NorthAmericanRebound/>.

Registrant will be a sub-contractor to the agreement between the foreign principal and the Canadian American Business Council, a U.S. nonpartisan, non-profit corporation. Registrant provides staffing and management for the Canadian American Business Council.

PROFESSIONAL SERVICES AGREEMENT

Contract Number: SP1903210-2020-002

1. PARTY DESIGNATION

THE MINISTER

Name : LA MINISTRE DES RELATIONS
INTERNATIONALES ET DE LA
FRANCOPHONIE

Address : 525 René-Lévesque East, Québec, QC,
G1R 5R9, Canada

Here represented by : Eric Marquis

Function : Assistant Deputy Minister

SERVICE PROVIDER

Name : Canadian American Business Council

Address : 1800 Massachusetts Avenue NW, 2nd Floor
Washington, DC 20036

Here represented by : Maryscott Greenwood

Function : Chief Executive Officer

2. CONTRACTUAL OBJECT

The Minister retains the services of the Service Provider to carry out the following mandate: to conduct a digital diplomacy campaign to amplify existing efforts for a North American Rebound, a common cross-border manufacturing response to keep supply chains moving and to fight protectionism, and hereinafter referred to as the "Initiative".

3. DURATION OF THE CONTRACT

This Agreement will commence on the date of the last signature affixed by the Parties and shall be completed by December 31st, 2020.

4. COMPENSATION

The Minister undertakes to pay to the Service Provider :

the lump sum amount of : 25, 000 US dollars

for the full and complete performance of the obligations under this Agreement, without any other fees, costs or expenses whatsoever, and in accordance with the terms and conditions set out in Article 5 of this Agreement.

SP1903210-2020-002

Costs incurred for travel, research and communication and all other expenses related to this Agreement shall be included in this agreed compensation.

5. PAYMENT METHODS

A first payment of 12,500 US dollars, which represents 50 % of the compensation, will be given upon signature of the Agreement.

A second payment of 6,250 US dollars, i.e. 25 % of the compensation, will be given by November 15.

A third and final payment of 6,250 US dollars, i.e. the remaining 25 % of the compensation, will be given upon delivery of a final report described in Article 5 of this Agreement.

The Service Provider will be required to submit three invoices to the Minister prior to each payment.

Invoices shall be forwarded to the person named below at the following address:

Nada Jarjour

Québec Government Office in New York
1 Rockefeller Plaza, 26th Floor
New York, NY 10020-2102
United States of America
212-843-0950
Nada.jarjour@mri.gouv.qc.ca

After verification, the Minister shall pay the amounts due to the Service Provider.

The Minister shall normally settle requests for payment in accordance with the provisions set out in the Government Suppliers Interest Payment Regulations (Chapter C-65.1, r.8).

The Minister reserves the right to conduct any verification of claims already paid.

6. OBLIGATIONS OF THE SERVICE PROVIDERS

The Service Provider commits to the Minister to:

- a) perform the work or render all of the Services described in this Agreement, including any work or Services which, although not specifically listed herein, are required by the nature of this Agreement;
- b) cooperate fully with the Minister in the performance of the Agreement and to take into account all instructions and recommendations of the Minister with respect to the preparation and performance of the work;
- c) conduct the digital diplomacy campaign;
- d) recruit supporters to sign on the Initiative;
- e) set up a public website for the Initiative;
- f) develop and publish content pertaining to the digital diplomacy campaign (website, social media accounts, emails, stories, etc);
- g) manage social media accounts for the Initiative;

- h) purchased advertisement on social media and other means of communication for the Initiative;
- i) produce and deliver to the Minister no later than December 15th, 2020, a final report presenting the actions undertaken, the content produced and the measurable impact of the digital diplomacy campaign.

7. STEERING COMMITTEE

A Steering Committee is set up to coordinate the efforts and provide a communication environment for the partners of the Initiative.

The Minister, the Service Provider, subcontractors and other willing partners will participate in the meetings of the Steering Committee every two weeks. Among others, the Committee will oversee the planning, the content and the progress of the campaign.

8. CONTRACTUAL DOCUMENTS

The attached documents form an integral part of this Agreement as if they were recited at length. The Service Provider acknowledges having received a copy, has read them and agrees to the standards and conditions set out herein.

This Agreement is the only agreement between the parties and any other agreement not reproduced in this Agreement shall be deemed null and void and of no effect.

9. PARTY REPRESENTATIVES

The Minister, for the purposes of this Agreement, including any approval required, designates Ms. Catherine Loubier, Québec's Delegate General in New York, to represent her. Should a replacement be required, the Minister will notify the Service Provider as soon as possible.

As well, the Service Provider designates Maryscott Greenwood, Chief Executive Officer, to represent it. If a replacement is required, the Service Provider will notify the Minister as soon as possible.

10. LIABILITY OF THE MINISTER

Except in the case of intentional misconduct or gross negligence on the part of the Minister, the Minister shall not be liable for any material damage suffered by the Service Provider, its employees, agents, representatives or subcontractors.

11. SUBCONTRACT

The Service Provider will have the opportunity to subcontract in the performance of this Contract with the authorization of the Minister.

For more clarity, before retaining the services of a subcontractor, the Service Provider will inform the Minister of the name of the subcontractor and the scope of the mandate considered, and the Minister shall give or withhold its authorization to subcontract.

12. PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

The Service Provider undertakes not to retain, at the end of the Agreement, any documents containing personal or confidential information, regardless of their medium, by returning them to the Minister within 60 days of the end of the Agreement and providing the Minister with confirmation that he and his staff have returned all such documents.

13. EVALUATION AND ACCEPTANCE OF WORK

Regardless of any authorization or approval granted for the purposes of remuneration at various stages of the execution of the Agreement, the Minister reserves the right, upon the final acceptance of the work or the acceptance of the services, to reject, in part or in whole, the work or services that have not been executed in accordance with the conditions set out in this Agreement.

The Minister shall inform the Service Provider in writing of the rejection of all or part of the work executed by the Service Provider within 30 days of the final acceptance of the work or the acceptance of the services. The absence of a notice within the prescribed period of time means that the Minister accepts the work executed or the services provided by the Service Provider.

The Minister may reject the work executed or the services provided by the Service Provider only for a good and valid reason related to the quality of the work in accordance with the object of this Agreement made with the Service Provider and the expectations that may reasonably flow from it.

The Minister reserves the right to have a third party or the Service Provider redo any of the executed work or provided services rejected by the Minister at the expense of the Service Provider.

14. RETURN OF DOCUMENTS AND MATERIALS

Upon the expiration of this Agreement, the Service Provider shall return to the Minister all documents, materials, tools and equipment that the Minister has supplied to it for the purposes of executing this Agreement, as these items are and shall remain the full and exclusive property of the Minister.

These documents, materials, tools and equipment shall be returned in the same condition that they were in when they were received by the Service Provider, with the exception of the normal wear and tear resulting from the execution of this Agreement.

The Service Provider agrees to indemnify the Minister for any losses or damages caused to the said property during the execution of the Agreement. The amount of damage shall correspond to the replacement value of the property, or in the case of minor damage, to the cost of repairs. This amount shall be determined by the Minister and may be withheld, where applicable, from the balance due to the Service Provider.

15. AMENDMENT OF THE AGREEMENT

Any modification to the content of this Agreement shall be subject to a written agreement between the parties. This agreement cannot change the nature of the Agreement and will form an integral part of it.

16. COMMUNICATIONS

All communications and notices required to be given under this Agreement to be valid and binding on the parties shall be in writing and shall be given by personal delivery or transmitted by telegram, facsimile, e-mail, courier or registered mail to the address of the party concerned as set out below.

For the Minister :

Nada Jarjour, Director administration, government and public affairs
One Rockefeller Plaza, 26th Floor, New York, NY 10020-2102, United States of America
Phone: +1 212 843 0950
Fax: +1 212 757 4753
Email: nada.jarjour@mri.gouv.qc.ca

For the Service Provider:

MaryScott Greenwood, Chief Executive Officer, Canadian American Business Council
1800 Massachusetts Avenue Northwest, 2nd Floor, Washington, DC 20036
Phone: +1 202 361 1597
Email: sgreenwood@cabc.co

Any change of address of either party shall be notified to the other party.

17. FINAL CLAUSE

No financial commitment of the Québec government is valid unless there is a sufficient balance available out of an appropriation against which the expenditure arising from the commitment may be charged in accordance with the provisions of section 21 of the Financial Administration Act (chapter A-6.001).

IN WITNESS WHEREOF, the Parties have signed, on the date indicated below, this Agreement in duplicate.

FOR THE MINISTER

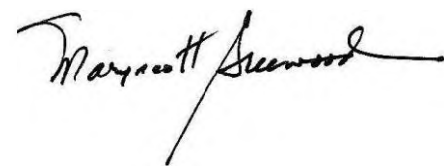
On October 23, 2020

A handwritten signature in blue ink, appearing to read "Eric Marquis".

Eric Marquis – Associate Deputy Minister

FOR THE SERVICE PROVIDER

On October 1, 2020

A handwritten signature in black ink, appearing to read "Maryscott Greenwood".

Maryscott Greenwood– Chief Executive Officer

ANNEX 1 – ADDITIONAL CONDITIONS

1. GOVERNING LAWS AND REGULATIONS AND COURT OF COMPETENT JURISDICTION

In accordance with this Agreement, the Service Provider agrees to comply with the laws in effect in Québec, which shall constitute the sole applicable legal framework for the purposes of this Agreement. The courts of Québec shall alone be competent in issuing decisions on all disputes or claims in connection with or resulting from this Agreement.

2. LIABILITY OF THE SERVICE PROVIDER

The Service Provider shall be liable for any damage caused by it, its employees, agents, representatives or subcontractors in the course or upon the execution of this Agreement, including damage resulting from a breach of an undertaking given under this Agreement.

The Service Provider agrees to indemnify and hold harmless, protect and defend the Minister against any recourse, claim, demand, judicial proceeding or other action undertaken by any person by reason of the damage thereby caused.

3. TERMINATION

3.1 The Minister reserves the right to terminate this Agreement for one of the following reasons:

- a) The Service Provider fails to satisfy one or more of its terms, conditions, or obligations in accordance with this Agreement;
- b) The Service Provider ceases its operations in any manner whatsoever, including bankruptcy, liquidation, or assignment of its assets;
- c) The Service Provider has provided the Minister with false or misleading information or made misrepresentations to the Minister;
- d) The Service Provider is found guilty of an offence under the federal Competition Act in relation to a public invitation to tender or a contract signed with a public authority in Canada.

To terminate this Agreement, the Minister shall send a written notice of termination to the Service Provider stating the grounds for termination. In the case of the grounds for termination set out in paragraph a), the Service Provider shall remedy the specified breach within the period of time prescribed by the said notice, failing which, this Agreement shall automatically be terminated, with the termination taking effect as a matter of right upon the expiration of the said period of time. In the case of the grounds for termination set out in paragraph b), c) or d), the termination shall take effect as a matter of right on the date on which the notice is received by the Service Provider.

The Service Provider shall then be entitled to the costs, disbursements and sums representing the actual value of the services provided up to the date on which the Agreement was terminated, in accordance with this Agreement, with no other compensation or indemnity whatsoever, on condition that it delivers to the Minister all work already performed at the time of the termination. If the Service Provider had received an advance payment, it shall return the amount of said advance in its entirety.

The Service Provider will also be liable for any damage incurred by the Minister as a result of the termination of the Agreement.

In the event that a third party completes the mandate under the Agreement, the Service Provider shall assume responsibility for any increase in the cost of the mandate under the Agreement to the Minister.

3.2 The Minister also reserves the right to terminate this Agreement without cause.

For that purpose, the Minister shall send a written notice of termination to the Service Provider. The termination shall take effect as a matter of right on the date on which the said notice is received by the Service Provider.

The Service Provider shall then be entitled to the costs, disbursements and sums representing the actual value of the services provided up to the date on which the Agreement was terminated, in accordance with this Agreement, with no other compensation or indemnity whatsoever for the loss of anticipated profits.

4. TRANSFER OF THE AGREEMENT

The rights and obligations of this Agreement cannot be transferred either in whole or in part without the authorization of the Minister, subject to being rendered null and void.

5. PHYSICAL AND INTELLECTUAL PROPERTY RIGHTS

5.1 Physical property

The work performed by the Service Provider in accordance with this Agreement, including all ancillary materials such as research reports and other materials, shall become the full and exclusive property of the Minister, who may use it as she wishes.

5.2 Intellectual property rights

The Service Provider assigns and sets over unto the Minister, who accepts, all intellectual property rights that may fall to its share on any work performed in accordance with this Agreement.

The said assignment of intellectual property rights shall be granted for all time and without limitations of a geographical nature. Any consideration for the assignment of intellectual property rights granted under this Agreement shall be included in the remuneration stipulated herein.

6. CONFLICTS OF INTEREST

The Service Provider shall avoid any situation that brings about a conflict between its own or other interests, specifically, but not limited to the generality of the foregoing, the interests of one of its resources, subsidiaries or an affiliated person and the Minister. In the case of a consortium, the Service Provider shall avoid any situation that brings about a conflict of interest between the interests of the constituents of the consortium and the interests of the Minister. If such a situation arises or is likely to arise, the Service Provider shall immediately inform the Minister, who, at her sole discretion, may issue a directive indicating how the Service Provider should resolve the conflict of interests or terminate the Agreement.

This section shall not apply to conflicts that may arise over the interpretation or application of this Agreement.

7. CONFIDENTIALITY

The Service Provider agrees to ensure that neither it nor any of its employees or subcontractors discloses any data, analyses or results included in the reports prepared in accordance with this Agreement or, in general terms, any information that it becomes aware of during the execution of the Agreement, without being duly authorized to do so by the Minister. The Service Provider and subcontractors shall sign the confidentiality undertaking attached as Annex 2.

ANNEX 2 – CONFIDENTIALITY AGREEMENT

I, the undersigned, **Maryscott Greenwood**
(name of the person)

executing my duties for, **Canadian American Business Council**
(name of the service provider)

formally declare the following:

1. I have been assigned to execute the mandate stipulated in this Agreement with the Ministre des Relations internationales et de la Francophonie signed on **October 1, 2020**.
2. I undertake, for an unlimited period of time, to maintain the full confidentiality of, and not to disclose or allow the disclosure of, any information or document that is conveyed to me or of which I may become aware in the course of or the execution of my duties, unless I have been duly authorized to do so by the Ministre des Relations internationales et de la Francophonie or one of her authorized representatives;
3. I also undertake, for an unlimited period of time, not to use such information or documents for purposes other than those required under the terms and conditions of the contractual relationship between myself, my employer, where applicable, and the Ministre des Relations internationales et de la Francophonie;
4. I have been informed that the failure of the undersigned to comply with all or part of this confidentiality agreement exposes me or my employer, where applicable, to legal recourse, claims, lawsuits or any other proceedings resulting from the damage caused to any person concerned by the aforementioned Agreement;
5. I confirm that I have read the terms of this confidentiality agreement and that I have understood its full scope.

AND I HAVE SIGNED IN **Virginia, United States**

ON THIS **1** DAY OF THE MONTH OF **October** IN THE YEAR **2020**.



(Signature of the claimant)

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

Contract Number: SP1903210-2020-002

Per Section 11 of the October 23, 2020 Professional Services Agreement ("Contract") between the Government of Quebec - Ministry of International Relations ("Minister") and the Canadian American Business Council ("Service Provider"), it is acknowledged and agreed by all parties that the services rendered under the Contract will be provided by Crestview Strategy USA LLC ("Crestview"). Currently, Crestview provides all staffing and management services for CABG pursuant to a management agreement between Crestview and CABG.

FOR THE MINISTER

On November 13, 2020



Catherine Loubier – Delegate General

FOR THE SERVICE PROVIDER

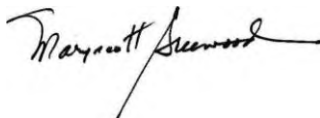
On [INSERT DATE]



Maryscott Greenwood - Chief Executive Officer

FOR CRESTVIEW

On [INSERT DATE]



Maryscott Greenwood - Managing Director